Colchester Youth First Coalition

MEMORANDUM OF UNDERSTANDING BETWEEN THE COLCHESTER BOARD OF EDUCATION AND THE COLCHESTER YOUTH SERVICE BUREAU

This agreement ("Agreement") is made by and between the Colchester Board of Education (the "Board") and the Colchester Youth Service Bureau (the "YSB") (collectively, "the Parties").

WHEREAS, section 23 of Public Act 24-45, provides in relevant part: (b) A local or regional board of education shall, upon request of the youth service bureau that provides services for such board, enter into a memorandum of understanding with such youth service bureau regarding the circumstances under which educational records of students may be shared between the board and the youth service bureau in the provision of services for which such youth service bureau is providing for such board. (c) Any memorandum of understanding entered into under this section shall require that the local or regional board of education shall provide, and such youth service bureau shall receive and maintain, any educational records of students in a manner that is in accordance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time, and 34 CFR 99.1 et seq., as amended from time to time.

WHEREAS, the Board and the YSB agree that students and their families working with the YSB can benefit from collaboration between the Board and the YSB, and such collaboration can include school officials sharing educational records of certain students with YSB personnel and YSB officials sharing information about such students with school officials, as contemplated by the enactment of Section 23 of Public Act 24-45, and

WHEREAS, the Board may delegate to the YSB services or functions to support students and their families, and

WHEREAS, access to personally-identifiable student information for YSB personnel providing such services or functions will aid YSB personnel in performing such services or functions on behalf of the Board as described herein,

WHEREAS, YSB personnel performing such services or functions on behalf of the Board may be considered school officials as defined by the regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g at 34 C.F.R. § 99.31(a)(1),

NOW, THEREFORE, the Parties agree to the following:

1. When the Board has delegated responsibilities to the YSB for any of the services and functions listed in Paragraph 2 below, the Board, acting through the Superintendent or designee, may provide YSB personnel providing such services or functions personally-identifiable student information related to the behavior, discipline, disability, attendance, and academic performance of such student or students served by the YSB as required to fulfill such responsibilities.
2. Such services or functions performed by YSB personnel on behalf of the Board may include the following:
    - Attendance support and truancy prevention, including participation on attendance review teams in accordance with Conn. Gen. Stat. § 10-198c(b)(2).
    - Programming for students subject to exclusionary discipline.
    - Behavioral health evaluation.
    - Trauma support.
    - Individual therapy, family therapy, or group therapy.
    - Employment and training programs.
    - Leadership development programs.
    - Mentoring.
    - Life skills training.
    - Community service.
    - Service learning.
    - After-school programming.
    - Summer programming.
    - Needs assessment and planning.

Nothing in this section shall be construed to require the YSB to deliver services or provide functions other than those specifically agreed to.

3. The YSB will designate one staff member to attend attendance meetings at the middle and high schools to support the schools' efforts to combat truancy.
4. The agreed upon designated YSB staff may also attend disciplinary meetings in hopes of enhancing diversion for students.
5. The Parties agree that the YSB personnel providing such services or functions shall be under the direct control of the Board with respect to the use and maintenance of such education records.
6. The YSB and its personnel shall not use student information, student records, and student-generated content for any purposes other than those authorized pursuant to this Agreement.
7. The YSB shall take such actions necessary and establish such protocols necessary to ensure the security and confidentiality of information provided to the YSB in accordance with this Agreement.
8. As to information it receives in accordance with this Agreement, the YSB and its personnel will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, as amended from time to time, and 34 CFR 99.1 et seq., as amended from time to time, as well as with the provisions of the Student Data Privacy Act, Conn. Gen. Stat. § 10-234aa et seq., as set forth in Appendix A.
9. All obligations assumed by the YSB under this Agreement shall be equally applicable to any employee, agent, volunteer, officer, director, or other individual working with, through or under the YSB, who has access to any personally identifiable information from a student educational record. It is the obligation of the YSB to ensure compliance with this provision.
10. This Agreement controls over any prior agreements between the Parties concerning student information.
11. The Board or the YSB may terminate this Agreement by notifying the other party in writing of that action. In such case, at the request of the YSB, the Board shall enter a revised memorandum of understanding with the YSB regarding the circumstances under which the Board may share educational records of students with the YSB in connection with the provision by the YSB of services to the Board.

6. The YSB shall notify the Board, in accordance with the provisions of Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure, or acquisition of student information, student records, or student-generated content;
7. The YSB shall not retain or have access to student information, student records, or student-generated content upon the expiration of this Agreement;
8. The YSB and the Board shall ensure compliance with the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended from time to time;
9. The laws of the state of Connecticut shall govern the rights and duties of the YSB and the Board; and
10. If any provision of this Agreement or the application of this Agreement is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

Colchester Youth First Coalition

Agreed to:

COLCHESTER BOARD OF EDUCATION	COLCHESTER YOUTH SERVICES BUREAU
_____	Valerie Gato
Date _____	Date 2/7/25

APPENDIX A

The following obligations as set forth in Conn. Gen. Stat. are applicable to the YSB as to the use of personally-identifiable student information the Board provides to the YSB in accordance with this Agreement:

1. Student information, student records, and student-generated content are not the property of or under the control of YSB;
2. The Board may request that the YSB delete any student information, student records, or student-generated content in the possession of the YSB that is not (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the YSB provided that the Board may request the deletion of any such student information, student records, or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery;
3. The YSB shall not use student information, student records, and student-generated content for any purposes other than those authorized pursuant to this Agreement;
4. A student, parent, or legal guardian of a student may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record by requesting that the YSB make that correction;
5. The YSB shall take appropriate actions designed to ensure the security and confidentiality of student information, student records, and student-generated content;